

# Assignment Agreement together with Notice of Assignment

between

(1) GANÉ Aktiengesellschaft, Weißenburger Straße 36, 63739 Aschaffenburg

– hereinafter referred to as “**Buyer**” –

and

(2) First name and surname or company:\*

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Address and/or registered office:

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Birth date:

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E-mail address:

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Fax number:

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\* *If more than one person was a securities account holder at the time of the cash settlement, please list all securities account holders.*

– hereinafter referred to as “**Seller**” –

## Preamble

- (A) The general meeting of Linde Aktiengesellschaft held on 12 December 2018 resolved to transfer the no-par value bearer shares in the Company (former ISIN DE0006483001; the “**Linde Shares**”) to Linde Intermediate Holding AG (hereinafter also the “**Principal Shareholder**”) in exchange for a cash settlement of EUR 189.46 per share (the “**Cash Settlement**”) in accordance with Section 62 (5) of the German Transformation Act in conjunction with Sections 327a et seq. of the German Stock Corporation Act (so-called merger-related squeeze-out; the “**Squeeze-Out**”). The transfer resolution became effective on 8 April 2019 by entry in the commercial register of the registered office of Linde Aktiengesellschaft. The merger of Linde Aktiengesellschaft into Linde Intermediate Holding AG became effective upon entry in the commercial register of the registered office of Linde Intermediate Holding AG on 8 April 2019.
- (B) Former shareholders of Linde Aktiengesellschaft have instituted judicial adjudication proceedings for the purpose of reviewing the appropriateness of the cash settlement granted (5 HK O 5321/19). If, during such proceedings, a higher settlement is determined or otherwise agreed, all former shareholders affected by the squeeze-out would be entitled to a subsequent

improvement. Any such subsequent improvement would result from the difference between the settlement determined by the court or otherwise agreed upon and the cash settlement already granted plus any interest claims. The claim to this subsequent payment per Linde share that may arise is hereinafter referred to as the “**right of subsequent improvement**”.

- (C) The Seller was a minority shareholder of Linde Aktiengesellschaft. As a result of the entry of the transfer resolution in the commercial register of Linde Aktiengesellschaft, \_\_\_\_\_\* Linde Shares were transferred from the Seller to the Principal Shareholder in return for the Cash Settlement (\*Insert number of transferred shares). This was documented by the bank statement(s) listed below.

No.	Settling bank	Settlement date	Order number or settlement number	Number of shares
1				
2				
3				
4				
5				

- (D) The Buyer has offered, by way of a voluntary purchase offer, to all former shareholders of Linde Aktiengesellschaft who were compensated in the course of the squeeze-out to acquire their as yet unspecified rights of subsequent improvement in accordance with the conditions set out in the purchase offer (for cost-benefit reasons, only assignments comprising at least 1,000 rights of subsequent improvement can be accepted). The Seller intends to accept this offer.

Against this backdrop, the parties enter into this Assignment Agreement together with the Notice of Assignment (the “**Agreement**”).

## 1. Sale and Assignment

- 1.1 The Seller hereby sells to the Buyer all rights and claims to which the Seller is entitled under and in connection with the Linde Shares or post-termination rights held by the Seller at the time of the Cash Compensation, including in particular the right to any additional payments arising as a result of a court determination or other agreement of a higher compensation in the course of adjudication proceedings.
- 1.2 The Seller hereby assigns these rights and claims to the Buyer accepting this assignment.
- 1.3 The Buyer is thereby the sole beneficiary of all future payments in respect of these Linde Shares and rights of subsequent improvement, in particular in respect of any subsequent payments (including any interest payments) which may be made in the course of adjudication proceedings.

## 2. Purchase Price; Settlement

2.1 The purchase price is EUR 8.00 per right of subsequent improvement.

2.2 The Buyer shall pay the purchase price to the following account of the Seller:

Name of account holder:	
IBAN:	
BIC:	
Name of bank:	

2.3 The purchase price is to be paid by the Buyer immediately after full receipt of the following documents:

- (a) Assignment Agreement completed and signed by the Seller together with the Notice of Assignment (this document) in duplicate in the original (all persons who were securities account holders at the time of the Cash Settlement must sign).
- (b) Copies of both sides of the identity card or the photo page of the passport of the person(s) signing;
- (c) Documentation of the power of representation of the person(s) signing if the account holder is a legal entity or partnership under German or foreign law; and
- (d) Bank statement(s) of the transfer of Linde Shares to the Principal Shareholder as listed in paragraph (C) of the Preamble.

2.4 The Buyer has commissioned Hauck & Aufhäuser Privatbankiers AG with the technical processing of the assignment of the rights of subsequent improvement. The latter will send the Seller by e-mail or fax a copy of the Assignment Agreement countersigned by it on behalf of the Buyer together with the Notice of Assignment.

## 3. Warranty

The Seller warrants and represents (i) that the rights and claims which are the subject of this Agreement have not been and will not be otherwise assigned or encumbered, (ii) that such rights and claims are not pledged or otherwise encumbered with any third party rights and (iii) that it may freely dispose of them.

## 4. Buyer's right of withdrawal

The Purchaser shall have the right to withdraw from this Agreement if the documents referred to in item 2.3 have not been received in full and in the agreed form within three weeks of the Purchaser signing this Agreement.

## 5. Notice of Assignment and Instruction

- 5.1 The Seller and the Buyer hereby notify Linde Intermediate Holding AG and the settling bank(s) of the assignment of the rights and claims referred to in this Agreement, in particular the rights of subsequent improvement, and request confirmation of awareness of the assignment to the Buyer.
- 5.2 The Seller hereby instructs Linde Intermediate Holding AG and the settling bank(s) to make all future payments on the shares or rights of subsequent improvement, in particular subsequent payments arising as a result of a court determination or other agreement of a higher settlement in the course of award proceedings, directly to the following account of the Buyer:

Name of account holder:	GANÉ Aktiengesellschaft
IBAN:	DE73 5022 0900 0002 1802 22
BIC:	HAUKDEFFXXX
Name of bank:	Hauck & Aufhäuser Privatbankiers AG

## 6. Final Provisions

- 6.1 Each party shall bear its own costs and taxes incurred in connection with the conclusion and implementation of this Agreement.
- 6.2 Amendments, supplements or the cancellation of this Agreement must be in writing in order to be effective. This shall also apply to any amendment, supplement or waiver of this requirement of the written form.
- 6.3 This Agreement shall be governed by the laws of the Federal Republic of Germany. The place of jurisdiction for all disputes arising from or in connection with this agreement is Aschaffenburg.
- 6.4 Should individual provisions of this Agreement be or become invalid or unenforceable in whole or in part, or should there be a gap in this agreement, this shall not affect the validity and enforceability of the remaining provisions. The parties undertake to agree on an appropriate, effective and enforceable provision in place of the invalid or unenforceable provision or to fill the gap in the provision which comes as close as possible to what the parties intended or would have intended, taking into account the meaning and purpose of this Agreement, if they had considered the point from the outset.

*[Signature page follows]*

**Signatures**

**GANÉ Aktiengesellschaft**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_  
Position: \_\_\_\_\_

Name: \_\_\_\_\_  
Position: \_\_\_\_\_

**Seller:**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_  
Position: \_\_\_\_\_

Name: \_\_\_\_\_  
Position: \_\_\_\_\_